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### Remarks

In this response, no claims are amended. Claims 1-10, 15-34, and 37-42 are presented for examination.

#### **I. Claim Rejections: 35 USC § 102**

Claims 1-10 and 15-34 are rejected under 35 USC § 102(e) as being anticipated by USPN 6,349,238 (Gabbita).<sup>1</sup> This rejection is traversed.

A proper rejection of a claim under 35 U.S.C. §102 requires that a single prior art reference disclose each element of the claim. See MPEP § 2131, also, *W.L. Gore & Assoc., Inc. v. Garlock, Inc.*, 721 F.2d 1540, 220 U.S.P.Q. 303, 313 (Fed. Cir. 1983). Since Gabbita neither teaches nor suggests each element in the rejected claims, these claims are allowable over Gabbita. Some examples for the independent claims are provided below.

#### Example 1

Each of the independent claims recites a workflow process defining a **generic node**. The claims further recite that the generic node refers to a group of work nodes. Nowhere does Gabbita teach a generic node that refers to a group of work nodes.

The Office Action has failed to identify which element in Gabbita allegedly corresponds to the claim elements of “generic node” and “group of work nodes.” Instead, the Office Action merely cites a broad section of Gabbita at col. 2, lines 22-43. This section of Gabbita teaches a work plan that receives service orders and then “selects the appropriate Work Plan to process that order based on information contained within the Service Order itself” (2: 29-32). Nowhere does Gabbita teach a generic node. Does the “Service Order” in Gabbita correspond to the claimed “generic node?” Applicants respectfully request clarification from the Examiner.

Further, According to MPEP § 2111.01, the words of a claim must be given their “plain meaning.” The MPEP also states that claims must be given their broadest interpretation during patent examination. However, this interpretation must be a

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<sup>1</sup> The Office Action fails to list claims 37-42 as being rejected yet provides locations in Gabbita for rejecting these claims.

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**“reasonable interpretation consistent with the specification”** (see MPEP 2111: emphasis added). The claims recite a workflow process that includes “generic node” that refers to a group of work nodes. Nowhere does Gabbita teach such a generic node.

For at least these reasons, the claims are allowable over Gabbita.

#### Example 2

The independent claims recite a node group database that stores a group of work nodes referred to by a generic node. During execution of the workflow process, the generic node is executed. By way of example, claim 1 then recites that the workflow engine accesses the node group database for the group of work nodes **when the generic node is to be executed**. In other words, claim 1 recites **when** the workflow engine accesses the work nodes referred to by the generic node. Access of these work nodes occurs when the generic node is to be executed. Gabbita does not teach or suggest these recitations.

FIG. 2 is a flowchart in Gabbita that depicts the overall process. As shown, in block #206, the LSAT (i.e., work flow management server) first uses data elements to select the Work Plan from the database (9: 14-15). Specifically, the LSAT uses a selection algorithm to process preprogrammed logic to select an appropriate Work Plan for processing (9: 18-23). Next, once a Work Plan is selected, the LSAT schedules the workflow steps (9: 29-38). At this juncture, the workflow process has not yet begun to be executed. The specification in Gabbita expressly teaches:

Once a Work Plan is scheduled, control passes to step 208. In step 208 LSAT 102 assigns appropriate Resources to perform the activities or tasks associated with each workflow step. (10: 20-23).

Thus, Gabbita does not teach that a workflow engine accesses the node group database for the group of work nodes **when the generic node is to be executed**. In Gabbita, the database is accessed before execution of the workflow process commences.

For at least these reasons, the claims are allowable over Gabbita.

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The Office Action cites Gabbita at col. 2, lines 22-43 for teaching that a workflow engine accesses the node group database for the group of work nodes **when the generic node is to be executed**. Applicants respectfully disagree.

This section of Gabbita teaches a work plan that receives service orders and then “selects the appropriate Work Plan to process that order based on information contained within the Service Order itself” (2: 29-32). Gabbita selects the appropriate Work Plan **before** the workflow process has even begun. Specifically, as shown in FIG. 2 of Gabbita, the workflow management server selects the appropriate Work Plan in box #206. Then, in box #208, the workflow management server begins execution of the workflow with the selected Work Plan.

The sequence taught in Gabbita is contrary to the recitations of the independent claims. For instance, claim 8 recites “accessing the node group database for the group of work nodes **when the generic node is to be executed**” (emphasis added). By contrast, Gabbita selects the Work Plan **before** the node is executed.

For at least these reasons, the claims are allowable over Gabbita.

### Example 3

Independent claim 1 recites that execution of the generic node allows “dynamic composition and modification of the workflow process.” Claim 8 recites that “the workflow process can be dynamically composed and modified without requiring that the workflow process be redefined.” The Office Action cites a broad section of Gabbita at col. 2, lines 22-43. Applicants respectfully disagree.

This section of Gabbita teaches a work plan that receives service orders and then “selects the appropriate Work Plan to process that order based on information contained within the Service Order itself” (2: 29-32). Nowhere does this section of Gabbita teach that its workflow process can be dynamically composed and modified. Gabbita is silent on this issue. Further, nowhere does this section of Gabbita teach that the workflow process can be dynamically composed and modified “without requiring that the workflow process be redefined.” Again, Gabbita is silent on this issue.

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For at least these reasons, independent claims 1 and 8 and their dependent claims are allowable over Gabbita.

Example 4

Independent claim 27 recites that workflow engine “replaces” the generic node with a work node. In other words, the generic node exists and then is replaced with a work node. Nowhere does Gabbita teach that a generic node is replaced with a work node. By contrast, Gabbita teaches a work plan that receives service orders and then “selects the appropriate Work Plan to process that order based on information contained within the Service Order itself” (2: 29-32). Notice that this section does not teach one node replacing another node. No nodes are replaced in Gabbita. Instead, a service order is received and a Work Plan is “selected.” Again, Gabbita does not teach that a node is replaced.

For at least these reasons, independent claim 27 and its dependent claims are allowable over Gabbita.

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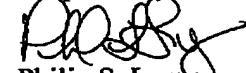
### CONCLUSION

In view of the above, Applicants believe all pending claims are in condition for allowance. Allowance of these claims is respectfully requested.

Any inquiry regarding this Amendment and Response should be directed to Philip S. Lyren at Telephone No. (832) 236-5529. In addition, all correspondence should continue to be directed to the following address:

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#### CERTIFICATE UNDER 37 C.F.R. 1.8

The undersigned hereby certifies that this paper or papers, as described herein, is being transmitted to the United States Patent and Trademark Office facsimile number 571-273-8300 on this 30th day of June, 2006.

By

  
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